(Ky.) 572. It has been said, however, that there is a different rule when the reward is offered by statutory authorization. See *Drummond* v. *United States*, 35 Ct. Cl. 356; *Broadnax* v. *Ledbetter*, 100 Tex. 375, 378, 99 S. W. 1111, 1112. Such a distinction can only be supported on the ground that the legislature intended that the reward should be paid to any one performing the designated act regardless of his knowledge of the offer. The legislature can, of course, make such a provision; but it is submitted that it is not to be presumed without clearer language than that of the statute in this case. *Smith* v. *Vernon Co.*, 188 Mo. 501, 87 S. W. 949. As to the question of whether in the principal case there was sufficient compliance with the terms of the offer; though the reward was offered for "arrest and conviction," its real object was to prevent the murderers from repeating their crime; and this object was attained. The growing trend of authority is to construe the terms used here liberally. *In re Kelly*, 39 Conn. 159; *Wilmoth* v. *Hensel*, 151 Pa. St. 200, 25 Atl. 86; *Moseley* v. *Stone*, 108 Ky. 492, 56 S. W. 965. But see *Williams* v. *West Chicago R. Co.*, *supra*.

DAMAGES — MEASURE OF DAMAGES — RECOVERY FOR BREACH OF WARRANTY AFTER RESALE OF SEED. — The defendant sold to the plaintiff a quantity of cucumber seed for purposes of resale, warranting it to be of a certain variety. The seed was resold, and, when planted, produced a crop of an inferior variety of cucumbers. The plaintiff, although he has not yet been sued by the sub-buyer, and has neither paid nor adjusted the latter's claim, now sues for breach of warranty. *Held*, that he can recover the difference in value between the crop actually produced and an equal crop of the warranted variety. *Buckbee* v. *P. Hohenadel, Jr., Co.*, 224 Fed. 14 (C. C. A., 7th Circ.).

Where the seller has notice of the buyer's intention to resell the goods warranted, the buyer can recover any damages which he has been compelled to pay to a sub-buyer to whom the goods were resold with a warranty. *Reggio* v. *Braggiotti*, 7 Cush. (Mass.) 166; *Reese* v. *Miles*, 99 Tenn. 398, 41 S. W. 1065. See 3 SUTHERLAND, DAMAGES, 3 ed., § 675; 2 MECHEM, SALES, § 1834. Now as the wrong in breach of warranty consists in the sale of the defective goods, the buyer may sue immediately and recover nominal damages without proving substantial injury. *Vogel* v. *Osborne*, 34 Minn. 454, 26 N. W. 453. See *Hammar Paint Co.* v. *Glover*, 47 Kan. 15, 27 Pac. 130. Accordingly, in an action for breach of warranty of title, the better view is that the buyer may sue at once and recover prospective damages though he has not been dispossessed. *Grose* v. *Hennessey*, 13 Allen (Mass.) 389. The case of breach of warranty of quality is analogous, and the buyer who has resold the goods may recover for the liability incurred although no claim has been made against him by the sub-buyer. *Randall* v. *Raper*, E. B. & E. 84; *Muller* v. *Eno*, 14 N. Y. 597. See *Passinger* v. *Thorburn*, 34 N. Y. 634, 639. Nor are the damages in the principal case too conjectural, for the plaintiff is clearly liable to the sub-buyer. See WILLISTON, SALES, § 615. And the measure of damages there laid down is the one usually adopted. See 21 HARV. L. REV. 286.

ELECTIONS — CONSTITUTIONALITY OF STATUTE PROVIDING FOR PREFERENTIAL VOTING. — The constitution of Minnesota guarantees to all electors the right to vote "for all officers . . . elective by the people." A statute authorized preferential voting at certain municipal elections. The plaintiff, a voter of the city, contests the election of the defendant under this statute. *Held*, that the statute is unconstitutional. *Brown* v. *Smallwood*, 153 N. W. 953.

On the same facts and under a similar constitutional provision, *held*, that the statute is constitutional. *Orpen* v. *Watson*, 93 Atl. 853 (N. J.).